

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

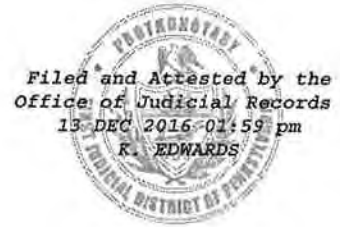
For Prothonotary Use Only (Docket Number)
DECEMBER 2016 **001182**
 E-Filing Number: 1612028306

PLAINTIFF'S NAME MATTHEW MEYERS		DEFENDANT'S NAME CERTIFIED GUARANTY COMPANY, LLC	
PLAINTIFF'S ADDRESS 1772 VALLEY GREENE ROAD PAOLI PA 19301		DEFENDANT'S ADDRESS 5501 COMMUNICATIONS PARKWAY SARASOTA FL 34240	
PLAINTIFF'S NAME EMILY MEYERS		DEFENDANT'S NAME CLASSIC COLLECTIBLE SERVICES, LLC	
PLAINTIFF'S ADDRESS 1772 VALLEY GREENE ROAD PAOLI PA 19301		DEFENDANT'S ADDRESS 5501 COMMUNICATIONS PARKWAY SARASOTA FL 34240	
PLAINTIFF'S NAME INVESTMENT GRADE BOOKS, LLC		DEFENDANT'S NAME MATTHEW A. NELSON	
PLAINTIFF'S ADDRESS 1772 VALLEY GREENE ROAD PAOLI PA 19301		DEFENDANT'S ADDRESS 5501 COMMUNICATIONS PARKWAY SARASOTA FL 34240	
TOTAL NUMBER OF PLAINTIFFS 3	TOTAL NUMBER OF DEFENDANTS 4	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 2L - LIBEL, SLANDER, MISREPRESENT			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PRO PROTHY DEC 13 2016 K. EDWARDS	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>MATTHEW MEYERS , EMILY MEYERS ,</u> <u>INVESTMENT GRADE BOOKS, LLC</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY LANE R. JUBB		ADDRESS THE BEASLEY FIRM LLC 1125 WALNUT STREET PHILADELPHIA PA 19107	
PHONE NUMBER (215) 592-1000	FAX NUMBER none entered		
SUPREME COURT IDENTIFICATION NO. 319272	E-MAIL ADDRESS lane.jubb@beasleyfirm.com		
SIGNATURE OF FILING ATTORNEY OR PARTY LANE JUBB	DATE SUBMITTED Tuesday, December 13, 2016, 01:59 pm		

COMPLETE LIST OF DEFENDANTS:

1. CERTIFIED GUARANTY COMPANY, LLC
5501 COMMUNICATIONS PARKWAY
SARASOTA FL 34240
2. CLASSIC COLLECTIBLE SERVICES, LLC
5501 COMMUNICATIONS PARKWAY
SARASOTA FL 34240
3. MATTHEW A. NELSON
5501 COMMUNICATIONS PARKWAY
SARASOTA FL 34240
4. HERITAGE AUCTIONS, INC.
3500 MAPLE AVENUE 17TH FLOOR
DALLAS TX 75219

THE BEASLEY FIRM, LLC
BY: James E. Beasley, Jr., Esquire
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Attorneys for Plaintiffs

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MEYERS, h/w
1772 Valley Greene Road
Paoli, PA 19301

AND

INVESTMENT GRADE BOOKS, LLC
1772 Valley Green Road
Paoli, PA 19301

Plaintiffs,

v.

CERTIFIED GUARANTY COMPANY,
LLC
5501 Communications Parkway
Sarasota, Florida 34240

AND

CLASSIC COLLECTIBLE SERVICES,
LLC
5501 Communications Parkway
Sarasota, Florida 34240

AND

MATTHEW A. NELSON
5501 Communications Parkway
Sarasota, Florida 34240

AND

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2016

NO. _____

COMPLAINT

JURY TRIAL DEMANDED

HERITAGE AUCTIONS, INC.
3500 Maple Ave, 17th Floor
Dallas, Texas 75219

:
:
:
:

Defendants.

"NOTICE"

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Philadelphia Bar Association
LAWYER REFERRAL & INFO.
One Reading Center
Phila., PA 19107
(215) 238-1701**

"AVISO"

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas dispuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA QUE SE ENCUENTRA ESCRITA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED INFORMACION SOBRE EMPLEAR A UN ABOGADO. SI USTED NO TIENE SUFICIENTE DINERO PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACION SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGAL A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

**Asociacion de Licenciados
de Filadelfia
Servicio de Referencia e Informacion
One Reading Center
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MEYERS, h/w
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INVESTMENT GRADE BOOKS, LLC
 1772 Valley Green Road
 Paoli, PA 19301

Plaintiffs,

v.

CERTIFIED GUARANTY COMPANY,
LLC
 5501 Communications Parkway
 Sarasota, Florida 34240

CLASSIC COLLECTIBLE SERVICES,
LLC
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 Sarasota, Florida 34240

MATTHEW A. NELSON
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HERITAGE AUCTIONS, INC.
 3500 Maple Ave, 17th Floor
 Dallas, Texas 75219

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2016

NO. _____

COMPLAINT

JURY TRIAL DEMANDED

This lawsuit involves the unlawful attempts by the Defendants to destroy the plaintiffs' thriving business. These Defendants set out to (and did) defame the Plaintiffs' reputations and unlawfully interfered with their business relations in an effort

MATTHEW & EMILY MEYERS, H/W, ET AL. V. CERTIFIED GUARANTY COMPANY, LLC, ET AL.

COMPLAINT

Case ID: 161201182

to maintain control over the highly profitable industry of collectible comic books. The Defendants' unlawful scheme began when the Plaintiffs, a local couple performing comic book restorations, began to outperform the behemoth Defendants' in comic book restoration and began to unravel the Defendants' fraudulent scheme, which – incredibly – involved over-grading its own sub-standard comic book restorations while simultaneously degrading the Plaintiffs' superior quality work.

I. PARTIES

1. Plaintiffs, Matthew Meyers and Emily Meyers (hereafter the “Meyers”) are husband and wife and principals of Investment Grade Books, LLC (hereafter “IGB”). The Meyers bring claims on behalf of IGB and in their own right.

2. Plaintiff IGB is a Pennsylvania corporation with a principal place of business located at 1772 Valley Greene Road, Paoli, Pennsylvania, 19301.

3. Defendant Certified Guaranty Company, LLC (hereafter “CGC”) is a Florida Limited Liability Company with a principal place of business at 5501 Communications Parkway, Sarasota, Florida, 34240.

4. Defendant Classic Collectible Services, LLC (hereinafter “CCS”) is a Florida Limited Liability Company with a principal place of business at 5501 Communications Parkway, Sarasota, Florida, 34240.

5. Defendant Matthew Nelson (“Nelson”) is an individual and resident of Florida with a business address located at 5501 Communications Parkway, Sarasota, Florida, 34240. Defendant Nelson is the President of CCS and also the “primary grader” of CGC.

6. Defendant Heritage Auctions, Inc., (hereafter "Heritage") is a Texas corporation with a principal place of business at 3500 Maple Avenue, Dallas TX 75219. Defendant Heritage is the largest auction company for collectible comic books. Upon information and belief, Defendant Heritage is organized, operated, owned, directed, and influenced by the same principals, agents, and servants as Defendant CGC.

7. Each defendant is responsible for the actions and omissions of its agents (actual, ostensible, or otherwise), servants, and/or employees in any way involved in the publications and statements at issue in this lawsuit.

II. JURISDICTION AND VENUE

8. Jurisdiction is proper in the Commonwealth of Pennsylvania as many facts giving rise to this action arose in Pennsylvania and Defendants conduct substantial business in the Commonwealth of Pennsylvania.

9. Venue is proper in Philadelphia as all Defendants conduct substantial business in Philadelphia, including on-site comic book screening, grading, pressing, signing and selling autographs, collectible sales, auctions, and advertising.

10. Additionally, the Defendants defamed and otherwise furthered their scheme to tortuously interfere with the business relations of IGB within Philadelphia County at the 2016 Philadelphia Comic Convention, which took place from June 1 through June 4, 2016.

III. FACTUAL BACKGROUND

11. Matt and Emily Meyers started IGB to restore high quality classic comic books for resale. For perspective, collectors have paid in excess of a quarter of a million dollars for a *single* IGB restored comic book.

12. The Meyers are the only two employees and principals of IGB. They perform all of the restorations and coordinate sales themselves.

13. Before a restored comic can be sold, it must be graded. The grade of the comic book directly affects the book's resale value and, thus, the potential profit margin for the seller.

14. Defendant CGC is the most influential and largest grading company of classic collectible comic books. CGC represents that:

Every comic book certified by CGC is graded by the hobby's most experienced and trusted team, according to well-established grading standards. Furthermore, every CGC-certified comic book undergoes a thorough restoration check by leading professionals during the certification process.

15. Defendant CGC further operates the largest comic book collector's forum on the internet called "Collector's Society," where it controls the substance, content, and message of discussions.

16. Defendant CCS offers restoration services to owners of collectible comic books. Unlike IGB, Defendant CCS does not purchase or resell comic books for profit but rather charges the owners for the service.

17. Defendant Nelson is the President of the CCS.

18. Despite CGC's recognition of the importance of impartiality in their grading, Defendant Nelson is also the "Primary Grader" for CGC.

19. As part of the resale process, IGB began to send its restored comic books to Defendant CGC for grading.

20. Defendant CGC graded IGB's very first restored comic book.

21. From that date forward, ***CGC has graded every single comic book restoration presented for grading by IGB and the Meyers.***

22. As IGB's restorations began to receive higher and higher grades from CGC, IGB began to ~~restore~~ comic books that are more rare and valuable.

23. By approximately June, 2014, the Meyers had elevated their restorations to such a level that IGB was receiving "professional" designations and ***the highest grades on the most collectible*** comic books in the industry.

24. Because of the difference in business model and ability between IGB and CCS, IGB was able to obtain higher grades than CCS, even by the grading of its own sister company, CGC, because IGB spent more time and detail on their self-owned books, unlike CCS.

25. The Meyers and IGB had received such high grades from Defendant CGC that CGC's sister company, Defendant CCS, became concerned that more collectors would see the Meyer's and IGB's restorations as superior to their own.

A. CCS Offers IGB a Trojan Horse – January, 2015

26. In January, 2015, Defendant Nelson sought out a meeting with the Meyers, where he inquired into their restoration techniques and purported to offer advice on how to increase their CGC grades.

27. Nelson purported to offer specific advice that if the Meyers followed on one particularly rare comic book – Batman 1 – would surely get them a higher grade from CGC and the highest known grade for this rare of a book – a 9.4.

28. The Meyers followed Nelson's advice to the letter, but instead it came back with *the very same grade* it was before the additional restoration following Nelson's advice.

29. During this same January, 2015 meeting, Nelson further offered to "press" IGB's beautifully restored "Amazing Fantasy 15," which he represented would get them a 9.6 grade from CGC and only take one week to complete.

30. Instead, Nelson and CCS spent *six weeks* studying IGB's restoration on the Amazing Fantasy 15 in an effort to learn more about Plaintiffs' techniques and even ripped off the lower right corner of the book, which was valued in excess of twenty thousand dollars.

31. After IGB finally regained possession of its Amazing Fantasy 15 and completed the restoration, exactly as Nelson had suggested, they resubmitted the book to CGC for grading – again, receiving the exact same grade.

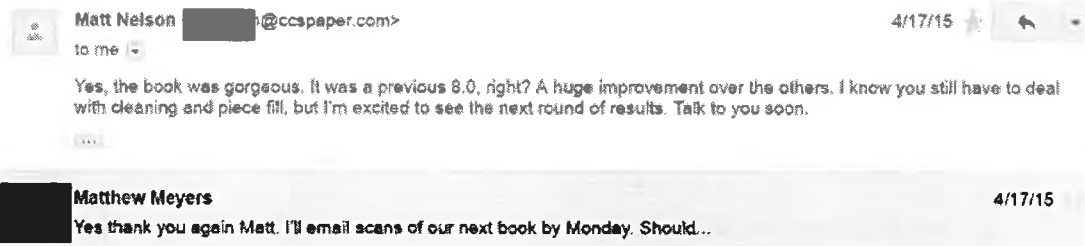
32. When the Meyers questioned Nelson as to how both books received the same grade despite the additional restoration, which they performed at Nelson's recommendation, Nelson discouraged the Meyers from trying to obtain such high grades on such highly valued and rare books.

B. IGB Begins to Grade with Competitor to CGC

33. Despite CGC's conduct in January, 2015, IGB continued to submit books to CGC for grading. CGC graded every book submitted and even graded two rare books a "9.4."

34. CGC only ever raised questions as to Plaintiffs restorations in March, 2015, **but still elected to grade all submitted books.**

35. In fact, the very next submission to CGC following Nelson's questions regarding the restorations was a 9.4 A-5 – a "professional" grade.



36. Believing CGC had come to its senses; IGB submitted another comic for grading in June, 2015 – a Detective Comics 29, previously graded a 6.5 by CGC – except this time, IGB was submitting their restoration of a book that had **just been restored by CCS.**

37. CGC returned the book with an absurd grade. When confronted, Nelson claimed he was aware of flaws in the book that Plaintiffs restored to immaculate condition – i.e. CCS had just restored the book to a 6.5 and Plaintiffs were able to *perform a better restoration than CCS.*

38. Once the fraudulent conduct of CGC and CCS was revealed to the Meyers, they contacted the former head grader for CGC, who is now the head grader for another grading company, and submitted the Detective Comics 29 for grading – it received a 9.0.

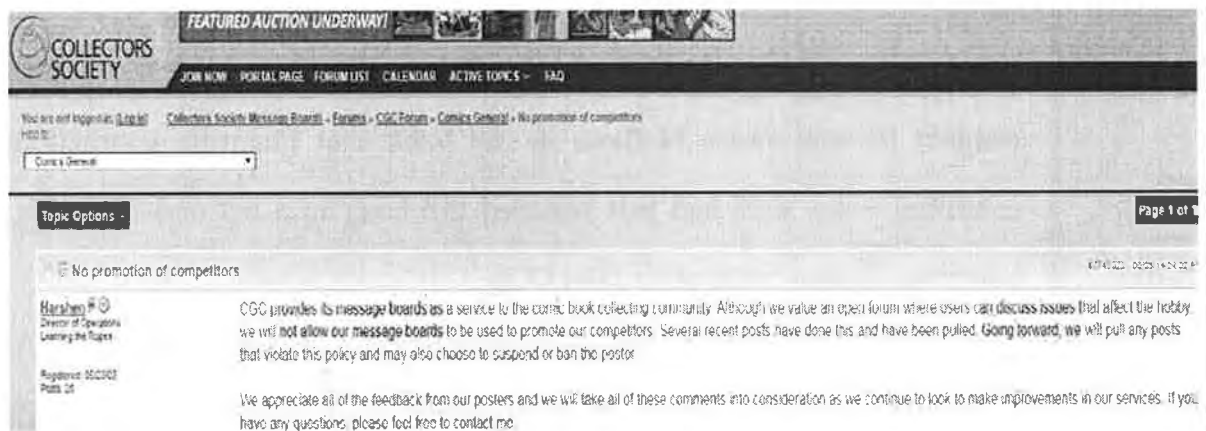
39. Plaintiffs did not submit another restored book to CGC, in order to ensure that their restorations would receive the most objective and fairest grade possible, even though a CGC grade is recognized as more valuable in the industry and would produce a higher profit to IGB on resale.

C. CGC and CCS Campaign to Disparage IGB's Restorations

40. When IGB continued to produce higher quality restorations than Nelson and CCS, as well as achieve higher grades on rarer books, Defendants Nelson, CCS, and CGC, set out to disparage and undermine the work of Plaintiffs to maintain their self-proclaimed superiority in comic restoration and grading.

41. First, CGC went to *its own content controlled message boards* on Collectors Society, its sister company. Collectors Society is the industry's leading forum for high-end collectors to discuss, amongst other things, the value and quality of restored comics on the market.

42. Importantly, CGC publishes and controls the content of the Collectors Society message boards:



43. Not only did CGC, CCS, and Nelson, through Collectors Society, remove comments in support of IGB's books as part of their policy to "not allow our message boards to be used to promote [their] competitors," but these Defendants used the Collectors Society forums to set forth false, defamatory, and disparaging statements related to IGB and the Meyers.

44. The false and defamatory statements made by Defendant Nelson include, without limitation:

- a. "... Up to the point we stopped receiving submissions **there were issues with the work, reflected in our assigning either B or C classifications.** A decision [by CGC] was going to be made whether to stop taking books that exhibited questionable work, but submissions ceased. ... The point of professional restoration is to return a book back to as close to its original state as possible using reversible materials. When work becomes so extensive that it becomes hard to tell what is real and **what is recreated,** it is impossible to accurately and fairly represent a grade to the market.

Post #9074112 – 12/30/2015 02:57 PM (emphases added)

- b. "... Besides the few books submitted to us the first half of this year, **we have not been able to evaluate any potential evolution** in the Meyers' work..."

Post #9083088 – 01/03/16 10:15 AM (emphases added)

- c. "... There were two particular aspects I hope have been resolved. They were present on the books we graded (hence the B and C notations we gave), **which were subsequently cross graded by CBCS,** who gave them professional designations and usually a higher grade. One was the **large amount of color touch** being applied to the covers, and the other was the **material used as a glossing agent** over that color touch."

Post #9083088 – 01/03/16 10:15 AM (emphases added)

- d. "... I believe [Matt & Emily] used a product called Golden Gel, which is irreversible. ... To achieve all of these 9.6's and 9.8's (according to CBCS), either these flaws **must be masked with a glossing agent,** or only very high grade copies are chosen for restoration. **Based on the information I've seen, I don't believe that you are restoring books that were previously unrestored high grade copies.** And I don't think there are enough "perfect" candidates out there to produce the large number of ultra high grade books that have entered the market in only the past few months.

Post # 9083498 – 01/03/16 02:57 PM (emphases added)

45. Defendants have further falsely represented that Plaintiffs use “trimming” as restoration technique. “Trimming,” as defined by CGC and CCS themselves, is the “mutilation” of comics by cutting the edges of the book to appear sharper and is considered a “kiss of death” in the resale marketplace.

46. Defendants Nelson, CGC, and CCS, by and through their employees, servants, and agents have made false and defamatory statements, as set forth further herein, to potential buyers of the IGB restored books and past buyers of IGB restored books in an effort to disparage and otherwise wrongfully interfere with IGB’s business relations.

47. A buyer of an IGB restored book requested a partial refund because of false and defamatory statements *made by Nelson directly to the buyer*.

48. Potential buyers have stated they are now deterred because of statements *made by directly the Defendants*, which were false and defamatory.

49. Defendants Nelson, CGC, and CCS, by and through their employees, servants, and agents have made false and defamatory statements, as set forth further herein, to auction houses, brokers, and other resale vendors in an effort to disparage and otherwise wrongfully interfere with IGB’s business relations.

50. Defendant Heritage, which have previously requested Plaintiffs’ restorations for sale, now refuse to sell Plaintiffs’ products because of the Defendants representations set forth further herein.

51. Defendant Heritage refuses to sell IGB’s books at the direction, suggestion, and influence of CGC and CCS, which is organized, operated, owned, directed, and influenced by the same principals, agents, and servants as those Defendants.

52. Defendants CGC, CCS, Nelson, and Heritage, by and through their employees, servants, and agents have made false and defamatory statements, as set forth further herein to potential buyers at conventions and tradeshow, including the 2016 Philadelphia Comic Convention.

53. Upon information and belief, Defendants Nelson, CGC, CCS, and Heritage made and continues to make the following representations, which are defamatory, and otherwise disparaging:

- a. Plaintiffs “trim” comic books in restorations – *false*;
- b. CGC has refused to grade the Plaintiff’s restorations – *false*;
- c. Plaintiffs use non-reversible “golden gel” on their books – *false*;
- d. Plaintiffs books are “recreations” not restorations – *false*;
- e. Plaintiffs books “feel like cardboard” – *false*;
- f. Plaintiffs use techniques not recommended by CGC – *false*;
- g. Plaintiffs use materials not approved by CGC or CCS – *false*;
- h. Plaintiffs books are “over-graded” – *false*;
- i. Plaintiffs do not grade with CGC because CGC would give lower grades – *false*;
- j. Plaintiffs books are not “appealing” to CGC graders – *false*;
- k. Plaintiffs restorations have an “unnatural look and feel – *false*; and
- l. Plaintiffs use restoration techniques not approved by CGC – *false*.

54. Upon information and belief, the above statements were made to potential buyers, past buyers, auction house operators, vendors, brokers, appraisers, convention directors.

55. The above statements are false, defamatory, and otherwise disparaging to Plaintiffs

56. The above statements were made by the Defendants with full knowledge of their falsity and/or in reckless disregard for the truth of the statements.

57. The above statements were made in an effort to thwart the success of the Plaintiffs and interfere with their current and prospective business relations.

58. The above statements were made in an effort to conceal the Defendants ongoing scheme to over-grade their own sub-standard restorations, while discourage and prevent the Plaintiffs from disclosing the Defendants sub-standard restorations, which have been over-graded in the past.

59. The above statements were made in an effort to maintain control of public perception and retain the false perception of superior restorations.

60. Despite Defendant Nelson's recognition of the high quality of IGB's restorations, he continues to disparage, defame, and otherwise control the content of the message boards to continue the crippling effects of the Defendants' false statements and to prevent Plaintiffs from objectively demonstrating the Defendants' unlawful conduct and scheme of over-grading its own sub-standard restorations.

IV. THEORIES OF LIABILITY AND CAUSES OF ACTION

COUNT ONE DEFAMATION

PLAINTIFFS MATT & EMILY MEYERS v. DEFENDANTS

61. Plaintiffs incorporate all preceding paragraphs by reference.

62. Defendants CGC, CCS, Nelson, and Heritage, acting through their agents (actual, ostensible, or otherwise), servants, and/or employees, repeatedly publish the

above-mentioned statements, innuendos and implications to individuals in Philadelphia County, the nation, and the world, who understood those statements, innuendos and implications to refer to, and to defame, the Meyers.

63. ~~All of the~~ Defendants knew that the viewers of its own content controlled message board – the most popular and largest on the internet – would see their statements, innuendos, and implications *as facts* that the Meyers were engaging in restoration techniques that amounted to the “mutilation” of comic books and otherwise engaging in industry disavowing techniques in their restorations.

64. All of the Defendants knew that the potential buyers, past buyers, auction house operators, and brokers would understand their verbal statements, innuendos, and implications *as facts* that the Meyers were engaging in restoration techniques that amounted to the “mutilation” of comic books and otherwise engaging in industry disavowing techniques in their restorations.

65. All of the Defendants knew that the potential buyers, past buyers, auction house operators, and brokers would understand their verbal statements, innuendos, and implications *as facts* that anything the Meyers have restored, past and in the future, would be considered “mutilated” and damaged goods in the eyes of CGC – the industry’s largest and most influential comic book grading company.

66. All of the Defendants knew and intended that their statements would harm the Meyers personally such that they would be unable to start any new venture in the industry.

67. All of these statements were made against the Meyers in their personal capacity.

68. As a direct and proximate result of the Defendants malicious, intentional and reckless conduct as set forth above, the Meyers are entitled to such damages as will compensate them for the injuries to their professional and personal reputation, and for punitive damages to punish CGC and CCS (and all personnel involved in any aspect of the publications, including writing, editing or enabling the publications and verbal statements) for its conduct and to deter it, its personnel, and others similarly situated from similar acts in the future.

WHEREFORE, Plaintiffs Matthew and Emily Meyers, h/w, demand judgment against all Defendants, jointly and severally, in an amount of compensation for damages in excess of the jurisdictional limit to guarantee a jury trial, together with interest and costs, and punitive damages in an amount which will punish the Defendants for their conduct and deter them and others similarly situated from similar acts in the future.

COUNT TWO
FALSE LIGHT
PLAINTIFFS MATT & EMILY MEYERS v. DEFENDANTS

69. Plaintiffs incorporate all preceding paragraphs by reference

70. Defendants CGC, CCS, Nelson, and Heritage, acting through their agents (actual, ostensible, or otherwise), servants, and/or employees, repeatedly publish the above-mentioned statements, innuendos and implications to individuals in Philadelphia County, the nation, and the world, who understood those statements, innuendos and implications to refer to, and to defame, the Meyers.

71. Despite the Defendants' awareness of the facts and circumstances relating to the written publications and verbal statements against the Meyers, the defendants

placed the Meyers, in a false light before the public by misrepresenting the aforementioned facts and circumstances.

72. The aforementioned false light in which the Meyers were placed would be highly offensive to a reasonable person.

73. The Defendants had knowledge of, or acted in reckless disregard as to, the falsity of the matter they publicized and the false light in which the Meyers were placed.

74. As a direct and proximate result of the Defendants malicious, intentional and reckless conduct as set forth above, the Meyers are entitled to such damages as will compensate them for the injuries to their professional and personal reputation, and for punitive damages to punish CGC and CCS (and all personnel involved in any aspect of the publications, including writing, editing or enabling the publications and verbal statements) for its conduct and to deter it, its personnel, and others similarly situated from similar acts in the future.

WHEREFORE, Plaintiffs Matthew and Emily Meyers, h/w, demand judgment against all Defendants, jointly and severally, in an amount of compensation for damages in excess of the jurisdictional limit to guarantee a jury trial, together with interest and costs, and punitive damages in an amount which will punish the Defendants for their conduct and deter them and others similarly situated from similar acts in the future.

COUNT THREE
INTENTIONAL INTERFERENCE WITH
EXISTING BUSINESS RELATIONS
PLAINTIFF IGB v. DEFENDANTS

75. Plaintiffs incorporate all preceding paragraphs by reference.

76. As set forth above, the Defendants interfered with the existing and prospective business and contractual relations of Plaintiff IGB and potential buyers, past

buyers, auction house operators, vendors, brokers, appraisers, and convention directors in an effort to maintain its unlawful conduct of over-grading its own sub-standard restorations and to muzzle the Plaintiffs higher quality restorations.

77. Defendants have no privilege or justification for their conduct, which was undertaken with the intent to harm Plaintiffs prospective business relations and/or with a reckless indifference to Plaintiffs prospective business relations.

78. The Defendants tortious misconduct caused and continues to cause irreparable damages to Plaintiffs which includes lost earnings, loss of earning capacity, and irreparable harm to Plaintiffs' reputation.

79. Defendants are liable for all damages caused to Plaintiffs for intentionally interfering with the business and contractual relations of Plaintiffs identified herein.

80. Defendants conduct was intentional, outrageous, malicious, and made with a conscious disregard for the rights of Plaintiffs and in furtherance of their otherwise unlawful scheme.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants in an amount substantially in excess of the jurisdictional amount required to guarantee a jury trial, punitive damages, exemplary damages, together with interest and costs.

COUNT FOUR
INTENTIONAL INTERFERENCE WITH
PROSPECTIVE CONTRACTUAL RELATIONS
PLAINTIFF IGB v. DEFENDANTS

81. Plaintiffs incorporate all preceding paragraphs by reference.

82. Defendants were aware that Plaintiff IGB's business depends on the perceived quality of their restorations and the ultimate grade of their books.

83. Defendants were also aware that Plaintiff IGB's business depends on past clients, brokers, and auction house operators to further sell Plaintiff's restored books to an otherwise small community of potential buyers.

84. The Defendants' intentional and willfully indifferent conduct interfered with Plaintiff IGB's prospective contractual relations through their misrepresentations, solicitations, and other communications which it knew were false and would create a culture of negativity surrounding IGB.

85. The Defendants further intended to interfere with Plaintiffs prospective contractual relations in an attempt to muzzle IGB from disclosing the otherwise sub-standard restorations of CCS that were receiving higher CGC grades than they otherwise should have.

86. Defendants possessed no privilege or justification for their intentional, reckless misconduct undertaken with malicious indifference to Plaintiffs.

87. Defendants' tortious misconduct caused and continues to cause compensatory damages and irreparable harm to Plaintiff by, *inter alia*, preventing and depriving it of new client contracts and relationships, which IGB would have entered but for Defendants' interference.

88. Defendants are liable for all damages caused to Plaintiffs for intentionally interfering with Plaintiff's prospective clients and business relationships.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants in an amount substantially in excess of the jurisdictional amount required to guarantee a jury trial, punitive damages, exemplary damages, together with interest and costs.

COUNT FIVE
CIVIL CONSPIRACY
PLAINTIFFS V. DEFENDANTS

89. Plaintiffs incorporate all preceding paragraphs by reference.

90. All of the Defendants acted in concert with the purpose of damaging Plaintiffs' reputations as well as their current and potential business relations to further their desire for complete control of an industry – restoration, grading, valuation, and resale – under the guise of separate and independent entities.

91. All of the Defendants acted in concert with the purpose of concealing their pattern and practice of over-grading their own restorations and controlling an entire industry.

92. As set forth above, Defendants, between and amongst themselves, entered into an agreement and/or otherwise engaged in a continuing conspiracy to deceive the public and Plaintiffs by knowingly spreading false and defamatory accusations about Plaintiffs to protect their monopolistic scheme.

93. Defendants took substantial steps in furtherance of their scheme and conspiracy as alleged herein, including but not limited to, intentionally injecting false and defamatory statements about Plaintiffs into the industry they seek to monopolize through their content controlled forum, brokers, graders, and restorers.

94. Meetings, conferences, telephone, email, and other communications were held between and among the Defendants for the purpose of discussing the improper practices set forth herein and the concealment of the truth alleged herein.

95. Defendants performed the acts set forth herein intending to injure Plaintiffs.

96. All the defendants acted maliciously, with the intent of injuring Plaintiffs and their reputation and existing and potential business relationships.

97. As a direct and proximate result of the Defendants conspiracy and scheme, Plaintiffs suffered the damages previously set forth herein.

WHEREFORE, Plaintiffs respectfully request that's this Court enter judgment in their favor and against all Defendants, jointly and severally, in an amount substantially in excess of the jurisdictional amount required to guarantee a jury trial, punitive damages, exemplary damages, together with interest and costs.

NOTICE OF PRESERVATION OF EVIDENCE

PLAINTIFFS HEREBY DEMAND AND REQUEST THAT DEFENDANTS TAKE NECESSARY ACTIONS TO ENSURE THE PRESERVATION OF ALL DOCUMENTS, COMMUNICATIONS, WHETHER ELECTRONIC OR OTHERWISE, ITEMS AND THINGS IN THEIR POSSESSION OR CONTROL, OR ANY ENTITY OVER WHICH ANY PARTY TO THIS ACTION HAS CONTROL, OR FROM WHOM ANY PARTY TO THIS ACTION HAS ACCESS TO, ANY DOCUMENTS, ITEMS, OR THINGS WHICH MAY IN ANY MANNER BE RELEVANT TO OR RELATE TO THE SUBJECT MATTER OF THE CAUSES OF ACTION AND/OR THE ALLEGATIONS OF THIS COMPLAINT.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury.

THE BEASLEY FIRM, LLC

/s/ Lane R. Jubb, Jr.
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Attorneys for Plaintiffs

Date: December 13, 2016

VERIFICATION

I, Matthew Meyers, hereby verify that I am the Plaintiff, that I have read the foregoing Complaint, and that the facts set forth herein are true and correct to the best of my knowledge, ~~information~~ and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S.A. §4909 relating to **unsworn falsification to authorities.**



MATTHEW MEYERS